

1 2004-08-H

2 **BEFORE THE ARIZONA STATE BOARD OF PHARMACY**

3 In the Matter of:

4 BASHAS' UNITED DRUG)
5 DBA BASHAS' #19)
6 Holder of Non-Prescription Drug)
7 Permit No. 218)
8 In the State of Arizona,)
9 Respondent)

Case Number 2004-08-PHR

**CONSENT AGREEMENT AND ORDER
FOR PROBATION**

9 TO: BASHAS' UNITED DRUG
10 DBA BASHAS' #19
11 3115 S. McClintock Drive
12 Tempe, AZ 85282

12 **RECITALS**

13 In the interest of a prompt and judicious settlement of this case, consistent with the public interest,
14 statutory requirements and responsibilities of the Arizona State Board of Pharmacy ("Board"), and under
15 A.R.S. § 32-1928, *et seq.* and 41-1092(F)(5), BASHAS' UNITED DRUG, DBA BASHAS' #19, holder
16 of permit number 218 to sell, retail, stock, expose or offer for sale at retail non-prescription drugs in the
17 original package in the State of Arizona ("Respondent"), and the Board enter into the following Recitals,
18 Finding of Fact, Conclusions of Law and Order ("Consent Agreement") as the final disposition of this
19 matter.

20 1. Respondent has read and understands this Consent Agreement as set forth herein, and has
21 had the opportunity to discuss this Consent Agreement with an attorney. Respondent voluntarily enters
22 into this Consent Agreement for the purpose of avoiding the expense and uncertainty of an administrative
23 hearing.

24 2. Respondent understands that it has a right to a public administrative hearing concerning the
25 above-captioned matter, at which administrative hearing it could present evidence and cross-examine
26 witnesses. By entering into this Consent Agreement, Respondent freely and voluntarily relinquishes all

1 rights to such an administrative hearing, as well as all rights of rehearing, review, reconsideration, appeal,
2 judicial review or any other administrative and/or judicial action, concerning the matters set forth herein.

3 Respondent affirmatively agrees that this Consent Agreement shall be irrevocable.

4 3. Respondent understands that this Consent Agreement or any part of the agreement may
5 be considered in any future disciplinary action against it.

6 4. Respondent understands that this Consent Agreement does not constitute a dismissal or
7 resolution of other matters currently pending before the Board, if any, and does not constitute any waiver,
8 express or implied, of the Board's statutory authority or jurisdiction regarding any other pending or future
9 investigation, action or proceeding. Respondent understands that acceptance of this Consent Agreement
10 does not preclude any other agency, subdivision or officer of this state from instituting any other civil or
11 criminal proceedings with respect to the conduct that is the subject of this Consent Agreement.

12 5. Respondent understands that this Consent Agreement deals with Board Investigation Case
13 No. 2004-08 involving allegations of misconduct against Respondent. The investigation into these
14 allegations against Respondent shall be concluded upon the Board's adoption of this Consent Agreement.

15 6. All admissions made by Respondent in this Consent Agreement are made solely for the final
16 disposition of this matter, and any related administrative proceedings or civil litigation involving the Board
17 and Respondent. Therefore, any admissions made by Respondent in this Consent Agreement are not
18 intended for any other use, such as in the context of another regulatory agency proceedings, or civil or
19 criminal proceedings, whether in the State of Arizona or in any other state or federal court.

20 7. Respondent acknowledges and agrees that, upon signing this Consent Agreement and
21 returning this document to the Board's Executive Director, Respondent may not revoke its acceptance
22 of the Consent Agreement or make any modifications to the document, regardless of whether the Consent
23 Agreement has been issued by the Board's Executive Director. Any modification to this original
24 document is ineffective and void unless mutually approved by the parties in writing.

25 8. Respondent understands that the foregoing Consent Agreement shall not become effective
26 unless and until adopted by the Board and signed by its Executive Director.

1 beyond its one year period.

2 **DATED AND EFFECTIVE this 12th day of May, 2004.**

3
4 **ARIZONA STATE BOARD OF PHARMACY**

5 **SEAL**

6 By



**Hal Wand, Executive Director
Arizona State Board of Pharmacy**

7 ORIGINAL of the foregoing
8 filed this 12th day of May,
9 2004, with:

10 Arizona State Board of Pharmacy
11 4425 W. Olive Avenue, Suite 140
12 Glendale, Arizona 85302

13 COPY of the foregoing mailed by
14 US Certified Mail #
15 this 18th day of May, 2004, to:

16 Ed Saba, RPh
17 C/O BASHAS' UNITED DRUG
18 DBA BASHAS' #19
19 200 S. 56th Street
20 Chandler, AZ 85226

21 and

22 Roberto Pulver
23 Assistant Attorney General
24 1275 W. Washington, CIV/LES
25 Phoenix, Arizona 85007
26 Attorney for the State

Board Operations

SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ed Saba RPh
C/O Bashas' United Drug
200 S. 56th Street
Chandler AZ 85226

COMPLETE THIS SECTION ON DELIVERY

A. Signature

[Handwritten Signature]

- Agent
- Addressee

B. Received by (Printed Name)

D. WASHINGTON

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